

COCHISE COUNTY GRANT APPROVAL FORM

Form Initiator: Jennifer Steiger Department/Division: Health/Prevention
Date Prepared: 11/18/11 Telephone: 520-432-9402
Grantor: ADHS Grant Title: Teen Pregnancy Prevention
Grant Term From: 1/1/12 To: 12/31/12
Fund No/Dept. No: _____ Note: Fund No. will be assigned by the Finance Department if new.
New Grant ☐ Yes ☒ No Amendment No. 4 Increase \$ _____ Decrease \$ _____

Briefly describe purpose of grant:

Provides various Teen Pregnancy Prevention programs and activities in Cochise County for residents in the at risk group.

If amendment, provide reason:

This amendment is renewing the annual IGA funding. this is a price sheet amendment.

If this is a mandated service, cite source. If not mandated, cite indications of local customer support for this service:

Funding Sources	Federal Funds 332.100	State Funds 336.100	County Funds 391.000	Other	Total
Current Fiscal Year		\$ 145,131			\$ 145,131
Remaining Years					
Total Revenue		\$ 145,131			\$ 145,131

Is County match required? ☐ Yes ☒ No If yes, dollar amount \$ _____

Has this amount been budgeted? ☒ Yes ☐ No Identify Funding Source: ADHS

Federal Catalog of Federal Domestic Assistance (CFDA) No: _____

Method of collecting grant funds: Lump sum payment ☐ Quarterly payments ☐ Draw ☐ Reimbursement ☒

Is revertment of unexpended funds required at end of grant period? ☐ Yes ☒ No

a) Total A-87 cost allocation \$ 46,179

b) Amount of overhead allowed by grant \$ 18,914 County subsidy (a-b) \$ 27,265

Does Grantor accept indirect costs as an allowable expenditure? ☒ Yes ☐ No

If yes, dollar amount \$ 18,914 OR percentage allowed 20%

Number of new positions that will be funded from grant: 0 Number of existing positions funded from grant: 2

Agenda Number: HLT Teen Pregnancy Prevention Program

Recommendation:

Approval of IGA #HG861229, Amendment 4 Teen Pregnancy Prevention Program between the Arizona Department of Health Services and the Cochise County Health Department in the amount of \$145,131. This amendment extends the contract period from January 1, 2012 through December 31, 2012.

Background (Brief):

The Teen Pregnancy Prevention Program will begin its fifth year on January 1, 2012. Work will continue with the Juvenile Probation System to deliver classes on healthy relationships to probationers and teens in detention. Expansion of the program into schools using an approved ADHS/ADE curriculum will be continued in the Douglas, Bisbee and Willcox School Districts. A Youth Health Coalition, begun in collaboration with the state funded Tobacco Prevention program, will continue in Douglas, Bisbee and Willcox. An AmeriCorps volunteer has been added to the staffing plan at significant budget savings. The AmeriCorps volunteer will coordinate the activities of the Youth Health Coalition and will assist with other teen pregnancy prevention activities. Attempts will be made to expand curriculum services and Youth Health Coalition activities into the Sierra Vista community. No more than two Teen Mazes will be held throughout the year (per state guidance). Parent education classes will be offered on talking to youth about sensitive subjects.

This program is important as Arizona has the fourth highest rate of teen pregnancy in the country and the border communities of Douglas and Bisbee/Naco are four times the national average.

Fiscal Impact & Funding Sources:

This is a grant-funded, cost reimbursement program by the ADHS funded at \$145,131. The net county subsidy is calculated as follows:

ADHS Approved Salaries & ERE's: \$94,570

A-87 Overhead @ 48.83%: \$46,179

- Authorized Overhead @ 20%: \$18,914

Net County Subsidy: \$27,265

Next Steps/Action Items/Follow-up:

Your approvals are respectfully requested.

Impact of Not Approving:

Not approving this amendment will cause all activities falling under the Teen Pregnancy Prevention Program grant to cease.



INTERGOVERNMENTAL AGREEMENT (IGA)

Amendment

ARIZONA DEPARTMENT OF
HEALTH SERVICES
1740 West Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 FAX
Procurement Specialist:
Tracy Chisler

Contract No.: HG861229

Amendment No.: 4

Teen Pregnancy Prevention

It is mutually agreed that the Intergovernmental Agreement referenced is amended as follows:

1. Pursuant to Page Twelve (12), Special Terms and Conditions, Provision Two (2), Contract Extension (4) Years, the Contract is hereby extended through December 31, 2012.

The following changes to Uniform and Special Terms and Conditions take effect on July 1, 2011.

2. Uniform Terms and Conditions, Page Three (3), Provision Three (3), Contract administration and operation. Item 3.3, Non – Discrimination language is hereby revised and replaced with:

Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

All other provisions of this agreement remain unchanged.

Cochise County Health Department

Contractor Name

1415 Melody Lane, Building A

Address

Bisbee

Arizona

85603

City

State

Zip

Authorized Signature

Print Name

Title

Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona.

Signature

Date

This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.

State of Arizona

Signed this _____ day of _____ 2011

Print Name

Procurement Officer

Attorney General Contract No.: PIGA2011000344, which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Signature


Date

Ronald E. Johnson

Assistant Attorney General

Print Name

Under House Bill 2011, A.R.S. § 11-952 was amended to remove the requirement that Intergovernmental Agreements be filed with the Secretary of State.

	<p style="text-align: center;">INTERGOVERNMENTAL AGREEMENT (IGA)</p> <p style="text-align: center;">Amendment</p>		<p>ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams, Room 303 Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 FAX Procurement Specialist: Tracy Chisler</p>
	Contract No.: HG861229	Amendment No.: 4	


3. Uniform Terms and Conditions, Page Four (4), Provision Three (3), Contract administration and operation is hereby revised and adds the following:

- 3.11 Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor.
- 3.12 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 3.13 Scrutinized Businesses. In accordance with A.R.S. § 35-391 and A.R.S. § 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.
- 3.14 Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or overhead services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Uniform Terms and Conditions, Page Seven (7), Provision Seven (7), Warranties, Item 7.5, "Year 2000" is hereby deleted in its entirety.
5. Delete in its entirety, Special Terms and Conditions, Page Twelve (12), Provision Six (6), Offshore Performance of Work Prohibited, from the Contract.
6. Delete in its entirety, Special Terms and Conditions, Page Twelve (12), Provision Seven (7), HIPAA Requirements, and replace it with the following:

Health Insurance Portability and Accountability Act of 1996. The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Contract so that both ADHS and Contractor will be in compliance with HIPAA, including cooperation and coordination with the Government Information Technology Agency (GITA), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep ADHS and Contractor in compliance with HIPAA, including, but not limited to, business associate agreements.

If requested by the ADHS Procurement Office, Contractor agrees to sign a "Pledge To Protect Confidential Information" and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Contractor agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for


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purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the GITA/SISPO Chief Privacy Officer and HIPAA Coordinator.

7. Delete in its entirety, Special Terms and Conditions, Page Thirteen (13), Provision Eight (8), Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement, from the Contract.
8. Add to Special Terms and Conditions Page Thirteen (13), Provision Eleven (11), Pandemic Contractual Performance, as follows:

11. Pandemic Contractual Performance

1. The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The state may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - a) Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
 - b) Alternative methods to ensure there are products in the supply chain.
 - c) An up to date list of company contacts and organizational chart.
2. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:
 - a) After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms.
 - b) The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code.
 - c) Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).
3. The State, at any time, may request to see a copy of the written plan from the Contractor. The Contractor shall produce the written plan within 72 hours of the request.
9. **Effective January 1, 2012**, replace the revised Price Sheet, Page Six (6) of Amendment Three (3), with revised Price Sheet, Page Four (4) of this Amendment Four (4).
 - a. Personnel Expenses will increase by \$6,940.00 due to a 10% raise for staff. Staff have not received any increase in five years.
 - b. ERE expenses will increase by \$1,158.25 due to an increase in wages.
 - c. Professional and Outside Services will decrease by \$2,000.00 to accommodate the increase in personnel expenses.
 - d. Travel expenses will decrease by \$1,000.00, due to the Prevention Director no longer attending the quarterly meetings in Phoenix.
 - e. Other Operating Expenses will decrease by \$6,716.90 due to the fact that no computer equipment is needed, and to accommodate the increase in personnel expenses.

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Revised Price Sheet

Cochise County Health Department Comprehensive Teen Pregnancy Prevention Program Effective January 1, 2012

Cost Reimbursement Line Item Budget

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	\$ 71,800.00
ERE	\$ 22,770.00
Professional & Outside Services	\$ 12,000.00
Travel Expense	\$ 6,000.00
Occupancy Expense	\$ 0.00
Other Operating Expense	\$ 13,647.00
Capital Outlay Expense	\$ 0.00
Indirect (if authorized)	\$ 18,914.00
TOTAL	\$ 145,131.00

With prior written approval from the Program manager, the Contractor is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require an amendment.